



June 19, 2025

Via: Email Only

Donnie Melendy, Association Manager
CMR Property Management
Cmr7085@yahoo.com

**Re: Pinehurst Estates, Condominium Association, Inc. (“Association”)/
Recorded Certificate of Amendment to Article XI of the Declaration of
Condominium**

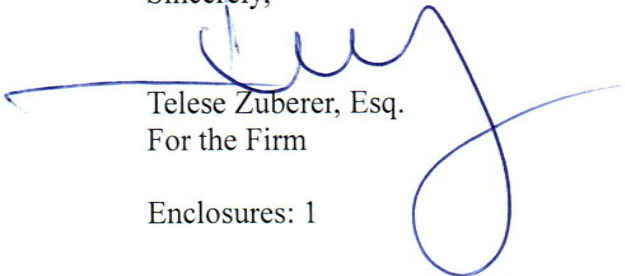
Dear Donnie:

Enclosed please find the recorded Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pinehurst Estates (“Declaration”) revising Article XI on maintenance obligations. The recorded Amendment can be found in the Public Records of Mantee County under Instrument #202541073230.

According to Section 17 A of the Declaration, the Amendment is effective upon recording.

If you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,


Telese Zuberer, Esq.
For the Firm

Enclosures: 1

Prepared by & Return to:
Telese L. Zubereit, Esq.
Icard | Merrill
2033 Main Street, Suite 600
Sarasota, FL 34237

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
PINEHURST ESTATES, a LAND CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is executed this 22 day of May, 2025, by **PINEHURST ESTATES CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of the residential community known as Pinehurst Estates in accordance with the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Pinehurst Estates, a Land Condominium, recorded in Instrument Number 201941050965, of the Public Records of Manatee County, Florida, as amended from time to time ("Declaration");

WHEREAS, Section 20.2 of Article XX of the Declaration requires amendments to be approved by not less than two-thirds (2/3rd) of the total Voting Interests of the Association, and

WHEREAS, in accordance with Section 20.2 of Article XX of the Declaration and Section 3.10 of Article III of the Bylaws, not less than two-thirds (2/3rd) of the Voting Interests of the Association approved the proposed amendment to Section 11.1 of Article XI of the Declaration via written consent.

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All current and future Members of the Association are hereby bound by as follows herein with new language indicated by underlined type and deleted language indicated by struck through type.

**ARTICLE XI
MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS**

Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of the following as a Common Expense:

Pinehurst Estates Condominium Association, Inc.
Certificate of Amendment to Amended and Restated Declaration
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- (a) All Association Property and Common Elements, except Limited Common Elements as defined herein.
- (b) The lawns and landscaping areas lying outside of the buildings constructed within the Unit boundaries and all other areas of the Unit located outside of any building and outside of any pool/patio areas constructed on the Units or Limited Common Elements appurtenant thereto and constructed on a Unit, except for the replacement of sod and plants in such landscaping areas. Further, the Association is not responsible for the heating, air conditioning and other utility systems serving only the building.
- (c) The Association shall maintain, repair and replace the irrigation system as originally installed in the community, including within the Unit boundaries. Owners shall be responsible for the maintenance, repair and replacement of any Owner improvement, expansion or upgrade to the irrigation system within the Unit boundaries. In the event an Owner installs Association-approved landscaping or improvements, (e.g. patio, lanai, or similar structure outside the building), the Owner is responsible for moving the irrigation system if necessary, and for all future maintenance, repairs and replacements of the relocated irrigation system.

All other Sections remain unchanged.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 28th
day of May, 2025.

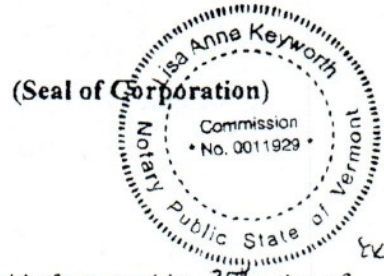
WITNESSES:

PINEHURST ESTATES
CONDOMINIUM ASSOCIATION, INC.
a Florida not-for-profit corporation

[Signature]
Print Name: Danielle Turin

By: [Signature]
Veronica Lee, President

[Signature]
Print Name: Lisa Keyworth



STATE OF Vermont
COUNTY OF Grand Isle

The foregoing instrument was acknowledged before me this 28th day of
May, 2025, by Veronica Lee, as President of Pinehurst Estates Condominium
Association, Inc., a Florida not-for-profit Corporation, who is personally known to me or who
has produced State ID as identification.

[Signature]
Signature of Notary/Public

Lisa Keyworth
Print name

[SECOND SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 22
day of May, 2025.

WITNESSES:

PINEHURST ESTATES
CONDOMINIUM ASSOCIATION, INC.
a Florida not-for-profit corporation

Daniel Niltz

By: Angela DeForest
Angela DeForest, Secretary

Print Name: DANIEL NILTZ
NLTZ

Print Name: Ryan Erickson

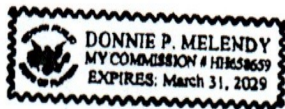
(Seal of Corporation)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 22 day of
May, 2025, by Angela DeForest, as Secretary of Pinehurst Estates Condominium
Association, Inc., a Florida not-for-profit Corporation, who is personally known to me or who
has produced _____ as identification.

Donnie P. Melendy
Signature of Notary Public

Donnie P. Melendy
Print name



Document #4924-0629-3050